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LOVES PARK CITY COUNCIL AGENDA
MONDAY, JUNE 14, 2021- 6 P.M.
CITY COUNCIL CHAMBERS

- I. CALL TO ORDER**

- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Alderman Doug Allton, followed by the Pledge of Allegiance.**

- III. ROLL CALL**

- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**

- V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS**

- VI. APPROVE PAYMENT OF BILLS**

- VII. OFFICER'S REPORTS**
 - 1. Public Safety**
 - 2. Public Works**

- VIII. COMMITTEE REPORTS**
 - 1. Finance and Administration/Jacobson (Finance, Personnel, Buildings & Grounds, Purchasing, Recreation & Beautification)**
 - 2. Public Safety/Allton (Police, Fire, Public Safety & Health)**
 - 3. Public Works/Schlensker (Street, Water & Utilities)**
 - 4. Codes and Regulations/Warden (Ordinances & Licenses)**
 - 5. Community Development/Pruitt (Development, Planning, Zoning, Annexation, Building & Drainage)**

- IX. UNFINISHED BUSINESS**

X. NEW BUSINESS

- 1. Appointment of Mike Owens to the position of Chairman of the Zoning Board of Appeals, with a term to expire June 30, 2025.**
- 2. Appointment of Jason Vandiver to fill an open position on the Zoning Board of Appeals, with a term to expire June 30, 2026.**

XI. RESOLUTIONS & MOTIONS

- 1. Resolution authorizing the Mayor to execute a Sales Tax Revenue Sharing Agreement between the City of Loves Park, Illinois and DYN Kishwaukee, LLC.**

XII. ORDINANCES 2ND READING

- 1. Ordinance approving a Text Amendment to Chapter 102, Section 102-337, North Second Street Overlay District, Review Required, in Code of Ordinances.**
- 2. Ordinance approving a Zoning Map Amendment from the IL and E. Riverside/I90 Overlay District to the CR and E. Riverside/I90 Overlay District for the property known as 8400 E. Riverside Blvd.**

XIII. ORDINANCES 1ST READING

XIV. PUBLIC COMMENT

Anyone wishing to speak at the city council meeting shall contact the Mayor's office by 4:00 p.m. the day of the council meeting at 815-654-5030.

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT

CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS

Journal of Proceedings

Regular Meeting, Monday, June 7, 2021

City Hall Council Chambers

Mayor Gregory Jury called the meeting to order at 6:00 p.m.

Alderman Dan Jacobson opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

Aldermen Doug Allton, Nancy Warden, John Jacobson, Jim Puckett, Dan Jacobson, John Pruitt, Jim Thompson, Mark Peterson, A. Marie Holmes, Robert Schlensker

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 06/01/21 The Journal of Proceedings for the regular meeting of June 1, 2021 was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Pruitt. Motion carried. 9 Ayes (Aldermen Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker) 1 Present (Alderman Allton)
2. SEP/Tree-Ripe Fruit Co. Sale Request Received a Special Event Permit application from Tree-Ripe Fruit Company to sell produce at the Farm & Fleet parking lot on July 9 and July 30, 2021, from 11:30 a.m. to 1:00 p.m. Referred to Alderman Warden of the Codes and Regulations Committee.
3. SEP/Tree-Ripe Fruit Co. Sale Approved Alderman Warden of the Codes and Regulations Committee moved to approve a Special Event Permit application for Tree-Ripe Fruit Company to sell produce at the Farm & Fleet parking lot on July 9 and July 30, 2021, from 11:30 a.m. to 1:00 p.m. Second by Alderman Schlensker. Motion carried by voice vote.
4. General Fund Bills Alderman John Jacobson presented the General Fund and all other bills dated June 1, 2021 in the amount of \$102,445.40, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)
5. Water Department Bills Alderman John Jacobson presented the Water Department bills dated June 1, 2021 in the amount of \$52,131.95, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)
6. Public Safety Report Alderman Allton presented the Police Department Report dated June 7, 2021; presented the Fire Department Report dated June 2, 2021, to be placed on file.
7. Public Works Report Alderman Schlensker presented the Street Department Report dated June 7, 2021; presented the Water Department Report for June 7, 2021, to be placed on file.
8. Finance and Administration Committee Alderman John Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated June 7, 2021 in the amount of \$152,575.72, for consideration at next week's city council meeting; presented the minutes from the committee meeting held June 1, 2021, to be placed on file.

9. Public Safety Committee Alderman Allton of the Public Safety Committee presented the Loves Park Fire Department 2021 Cardiac Arrest Data Report; presented the minutes from the committee meeting held January 19, 2021, to be placed on file.
10. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated June 7, 2021 in the amount of \$26,638.41, for consideration at next week's city council meeting.
11. Codes & Regulations Alderman Pruitt of the Community Development Committee presented the minutes from the committee meeting held May 3, 2021, to be placed on file.
12. Community Development Alderman Warden of the Codes and Regulations Committee announced that a committee meeting will be held Monday, June 14, 2021 at 5:15 p.m.
13. Omnibus Vote Approved Alderman Thompson moved for an Omnibus vote for Items 1-5 in New Business on the Agenda. Second by Alderman Jacobson. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)
14. Reappointment Of Thomas Walsh Alderman John Jacobson moved to approve the reappointment of Thomas Walsh to the Rockford Area Venue & Entertainment Authority, with a term to expire June 30, 2026. Second by Alderman Thompson. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)
15. Reappointment Of Conrad Lantz Alderman John Jacobson moved to approve the reappointment of Conrad Lantz to the Police Pension Board, with a term to expire June 30, 2023. Second by Alderman Thompson. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)
16. Reappointment Of Nathan Bruck Alderman John Jacobson moved to approve the reappointment of Nathan Bruck to the Rockford Area Convention and Visitors Bureau, with a term to expire June 30, 2024. Second by Alderman Thompson. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)
17. Reappointment Of Luke Carlson Alderman John Jacobson moved to approve the appointment of Luke Carlson to fill an open position on the Zoning Board of Appeals, with a term to expire June 30, 2026. Second by Alderman Thompson. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)
18. Reappointment Of Tino Rivera Alderman John Jacobson moved to approve the appointment Tino Rivera to fill an open position on the Zoning Board of Appeals, with a term to expire June 30, 2026. Second by Alderman Thompson. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)
19. Collective Bargaining Agreement With International Union Of Operating Engineers Local 150 Alderman John Jacobson presented the following resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Loves Park, Illinois and the International Union of Operating Engineers Local 150, Public Employees Division. **WHEREAS**, in order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the City of Loves Park, Illinois, (hereinafter referred to as the "City") and the International Union of Operating Engineers, Local 150, Public Employees Division, desire to enter into a Collective Bargaining Agreement. **NOW THEREFORE BE IT**

20. Collective Bargaining Agreement (Continued)

RESOLVED, by the City Council of the City of Loves Park, Illinois, that by the adoption of this resolution, whose recitals are incorporated herein, that the City hereby agrees:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The City Council hereby approves the adoption of the Collective Bargaining Agreement by and between the City and the International Union of Operating Engineers Local 150, Public Employees Division covering the period between May 1, 2021 until April 30, 2024 and authorizes the Mayor, or his designee, to execute the same in substantially the same form as attached hereto as Exhibit "A".
3. Upon the filing of signed final copies with the City Clerk, the City Treasurer is authorized to make payments in conjunction with the Collective Bargaining Agreement.
4. This Resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

Second by Alderman Allton. Motion carried as amended. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)

RESOLUTION NO. 21-052

21. Fireworks Display At Long Play Music Fest At Rivets Stadium

Alderman John Jacobson presented the following resolution to approve sponsoring the fireworks display for the Long Play Music Fest to be held at Rivets Stadium July 1-4, 2021. **WHEREAS**, the City has traditionally hosted a fireworks display over the Memorial Day weekend; and **WHEREAS**, there is planned for the 4th of July weekend 2021 a festival to be held at the Rivets Stadium known as the Long Play Music Fest; and **WHEREAS**, it is reasonably expected that the Long Play Music Fest will both promote tourism to our community and will enhance the celebration of Independence Day throughout the community for the enjoyment of our citizens and visitors to our community; and **WHEREAS**, the City collects Hotel Tax revenue each year which is to be used for the promotion of tourism, thus creating a fund for supporting activities such as the Long Play Music Fest; and **WHEREAS**, there is also a long history of individuals and businesses donating to support a fireworks display for the City; and **WHEREAS**, the organizers of the Long Play Music Fest have contracted for displays to occur on the 1, 2nd, 3rd and 4th of July as a part of the festival and have sought the City's sponsorship for the display; and **WHEREAS**, the display discharged from the Rivets Stadium will be visible to community members who are not attending the festival. **NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the City Council of the City of Loves Park, County of Winnebago and County of Boone, Illinois, that by the adoption of this Resolution, that the Mayor and the City Council hereby agree as follows:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The City hereby agrees to sponsor the fireworks display to be conducted by the Long Play Music Fest as a part of the City's 4th of July weekend festivities and in furtherance thereof, the Mayor is authorized to enter into an agreement with the organizers of the Long Play Music Fest to commit to provide up to \$25,000.01 in funding for the fireworks display and the City Treasurer is authorized to disburse funds for this event.
3. The Mayor is further authorized to solicit private donations, which will be used to defray the City's commitment for its sponsorship.
4. This Resolution shall be in full force and effect from and after its passage and approval.

Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)

RESOLUTION NO. 21-053

22. Plat Of Roadway Dedication Plat Alderman Pruitt presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that Plat of Roadway Dedication Plat, being part of the North half of the section 1, Township 44 North, range 2 East of the Third Principal Meridian, City of Loves Park, Winnebago County, Illinois, be approved as recommended by the City of Loves Park Community Development Committee. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)
RESOLUTION NO. 21-054
23. Plat No. 1 Of Harvest Falls Estates Alderman Pruitt presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that Plat No. 2 of Harvest Falls Estates, being a replat of lots 31 and 32 of Plat No. 1 of Harvest Falls Estates being a subdivision of part of the East half of the Southeast quarter of section 1, Township 44 North, range 2 East of the Third Principal Meridian, City of Loves Park, Winnebago County, Illinois, be approved as recommended by the City of Loves Park Community Development Committee. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)
RESOLUTION NO. 21-055
24. Fire Department To Purchase New Battalion Chief Command Vehicle & Accessories Alderman Allton presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that Chief Jerry Wiltfang is hereby authorized to purchase from the negotiated bids a new Battalion Chief Command vehicle. This vehicle is a fully equipped 2021 Ford Explorer at a price of \$33,307.00 and purchased from the Rock River Block. Tri-City will purchase and install the required accessory equipment at a complete price of \$17,041.00. Three (3) Kenwood Radios for the command vehicle will be purchased from Mobile Electronics for the price of \$5,552.00. Striping on the command vehicle will be installed by Strypes Plus More, Inc. for the price of \$1,200.00. The total estimated price for the Battalion Chief Command vehicle is \$57,100.00. See the attached detail quote documents. Funds will be paid from Account No. 01-12-8550. Second by Alderman Thompson. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker)
RESOLUTION NO. 21-056
25. Ordinances First Reading Alderman Pruitt presented for first reading Agenda Items 1-2, from Ordinances First Reading.
26. 1st Reading
Text Amendment/ Overlay District Review Required Alderman Pruitt presented for first reading an ordinance approving a Text Amendment to Chapter 102, Section 102-337, North Second Street Overlay District, Review required, in the Code of Ordinances, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker) Laid over
27. 1st Reading
ZMA For 8400 E. Riverside Blvd Alderman Pruitt presented for first reading an ordinance approving a Zoning Map Amendment from the IL and E. Riverside I90 Overlay District to the CR and E. Riverside/I90 Overlay District for the property known as 8400 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker) Laid over

28. Adjourn Alderman John Jacobson moved that the meeting be adjourned. Second by Alderman Schlenker. Motion carried by voice vote. The meeting was adjourned at 6:14 p.m.

APPROVED:

Robert J. Burden, City Clerk

COMMITTEE MEETINGS:

Codes & Regulations: Monday, June 14, 2021
5:15 p.m.

STANDING COMMITTEE MEETINGS:

Community Development: Following Council Meeting
6:15 p.m.

Finance and Administration: Prior to Council Meeting
5:40 p.m.

Public Works: Prior to Council Meeting
5:15 p.m.

Zoning Board of Appeals: 3rd Thursday of the Month
5:30 p.m.



LOVES PARK **POLICE**

540 Loves Park Drive, Loves Park, IL 61111
Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton
From: Chief Charles Lynde
Date: 06/14/2021
Subject: Police Activity Report

Police activity report for the week of 05/30/2021 through 06/05/2021

Calls for Service	481
Total Number of Arrests	128
Accidents	18

MICHAEL MCCAMMOND
DEPUTY CHIEF OF POLICE

CHARLES LYNDE
CHIEF OF POLICE

SHANE LYNCH
DEPUTY CHIEF OF POLICE

Loves Park FD

Loves Park, IL

This report was generated on 6/8/2021 11:51:19 AM



Incident Statistics

Zone(s): All Zones | Start Date: 06/01/2021 | End Date: 06/07/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		62	
FIRE		15	
TOTAL		77	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$400,000.00		\$500.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		8	
Aid Received		3	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
17		22.08	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:05:07		
Station #2	0:06:09	0:07:22	
AVERAGE FOR ALL CALLS		0:06:16	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:01:22		
Station #2	0:01:55	0:01:56	
AVERAGE FOR ALL CALLS		0:01:44	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Loves Park FD		12:55	

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



**Department of Public Works
Street Department Weekly Activity Report**

Submitted by: David Jacobson
Public Works Foreman

Week of June 4, 2021 thru June 11, 2021

Previous week's activity:

1. Finished first part of sidewalks in Alpine Valley.
2. Mow all areas
3. Truck Repairs.
4. Sprayed weeds on mains
5. Miscellaneous dirt work.

Proposed work:

1. Continue sidewalk replacement in the Alpine Valley Subdivision.
2. Spray weeds on main roads.
3. Continue mowing.
4. Continue mowing country roads.
5. Fill potholes as needed.
6. Start crack filling.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **5/31/21-6/7/21**

Previous week's activity:

1. Routine work:
 - a. Install new meters
 - b. JULIE locates
 - c. Chemical tests
 - d. Back wash wells as needed
 - e. Read commercial and residential meters
2. Completed S.C.A.D.A. radio upgrades at all facilities
3. Continued replacing large commercial meters and install ERT'S.
4. Finished flushing zone 1 of the city
5. Replaced chlorinator at well #6

Work anticipated for this week:

1. Routine work
2. Continue replacing large commercial meters and install ERT'S.
3. Trouble shoot and repair communication issues at PRV #3
4. Start operating all remaining hydrants for ISO compliance

**CITY OF LOVES
PARK AGENDA
CODES & REGULATIONS
COMMITTEE
June 14th, 2021 5:15 P.M.
100 Heart Boulevard
Conference Room B**

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD 06-07-2021.

4. ITEMS FOR CONSIDERATION

- a. Pala Fuels, Inc. is requesting a Class “D” liquor license at the following location:
 - 7650 North Alpine Road, DBA On the Go Fast and Fresh.

- b. Kelley Williamson Company is requesting a Class “D” liquor license at the following location:
 - 6224 North Second Street, DBA Kelley’s Market

- c. Proposed amendments to Chapter 6 – Alcoholic Beverages, Sec. 6-43 – Classifications; fees, (a)-Licenses required by this article are hereby divided into 15 classes; (1)-Class A licenses, (5)-Class R licenses, and (10)-Class F licenses.

5. PUBLIC COMMENT

6. GENERAL DISCUSSION

7. ADJOURN

City of Loves Park
Codes & Regulations Committee
June 7, 2021

- I. Call to Order – the meeting was called to order by Alderman Warden, Chairman at 6:15. Committee Members Present- Alderman Thompson, Alderman Schlensker, Alderman Jacobson. Also in Attendance – Nathan Bruck, Santhosh Nair, Parvathy Nair, Alderman Puckett,
- II. The Minutes of the May 24, 2021 meeting were approved upon motion by Alderman Schlensker. Seconded by Alderman Thompson. Vote 4 – 0 to approve.
- III. Items for Consideration
 - A. Pala Fuels, Inc, is requesting a change in liquor class, from a Class “E” to a Class “B”, at the following location: 7650 North Alpine, DBA Alpine Mart.
Motion to Approve by Alderman Schlensker. Second by Alderman Jacobsen.
Vote 4 – 0 to approve.
- IV. General Discussion – None
- V. Public Comment - None
- VI. Adjournment – the meeting was adjourned at 6:22 pm upon motion by Alderman Thompson. Second by Alderman Schlensker. Vote 4 – 0 in favor.

Respectfully submitted by:
Nancy Warden
Committee Chairman

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
MONDAY, JUNE 14, 2021 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

4. ITEMS FOR CONSIDERATION

A. Resolution authorizing the Mayor to execute a Sales Tax Revenue Sharing Agreement between the City of Loves Park, Illinois and DYN Kishwaukee, LLC.

5. LIST OF BILLS

6. GENERAL DISCUSSION/PUBLIC COMMENT

Anyone wishing to speak at the Finance Committee meeting shall contact the Mayor's office by 4:00 p.m. the day of the scheduled meeting at 815-654-5030.

7. ADJOURN

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES
CITY HALL COUNCIL CHAMBERS

DATE OF MEETING: June 7, 2021

CALLED TO ORDER: 5:40 P.M.

MEMBERS PRESENT: Aldermen John Jacobson, Jim Puckett, John Pruitt, Mark Peterson

ALSO PRESENT: Attorney Gino Galluzzo, Aldermen A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, Dan Jacobson, James Thompson
Treasurer John Danielson, Fire Chief Wiltfang, Police Chief Lynde

MINUTES APPROVAL: June 1, 2021

Alderman Peterson moved to approve minutes. Second by Alderman Pruitt.
Motion carried. 4 Ayes – 0 Nays

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. Items for consideration.
 - A. Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Loves Park and the International Union of Operating Engineers Local 150, Public Employees Division.

Alderman Peterson moved to approve as amended. Second by Alderman Pruitt.
Motion carried. 4 Ayes – 0 Nays

- B. Resolution to approve sponsoring the fireworks display for the Long Play Music Fest to be held at Rivets Stadium on July 1-4, 2021.

Alderman Peterson moved to approve. Second by Alderman Pruitt.
Motion carried. 4 Ayes – 0 Nays

3. General Discussion.

4. Adjournment.

Alderman Pruitt moved for adjournment. Second by Alderman Puckett.
Motion carried. 4 Ayes – 0 Nays

Adjournment: 5:50 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE



AGENDA
LOVES PARK ZONING BOARD OF APPEALS
June 17, 2021

CITY COUNCIL CHAMBERS
100 HEART BOULEVARD
5:30 P.M.

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **May 20, 2021** meeting
3. Report from the Zoning Office - None
4. Unfinished business –
5. New business –
 - A. **4624 ARLINGTON STREET** – A Variance from a required 57 foot front yard building setback to a requested 38 foot front yard building setback in the R1 (Single Family Residential) Zoning District.
 - B. **4624 ARLINGTON STREET** – A Variance in height from a permitted 15 foot high for an accessory structure to a requested 21 foot in height for an accessory structure, from peak to grade, in the R1 (Single Family Residential) Zoning District.
 - C. **5319 BENNETT STREET** – A Variance to widen a portion of an existing gravel driveway in front of and alongside of the garage in the R1 (Single Family Residential) Zoning District.
 - D. **6803 FOREST HILLS ROAD** – A Special Use Permit for a car wash in the CR (Commercial Retail) Zoning District.
6. Public participation & comment –

Anyone who wishes to speak regarding a petition shall contact the Zoning Officer 24 hours preceding the scheduled meeting.
7. General discussion
8. Adjournment

Andrew Quintanilla
Zoning Officer

**MINUTES OF THE LOVES PARK ZONING BOARD OF APPEALS
THURSDAY, MAY 20, 2021
5:30 P.M.
COUNCIL CHAMBERS**

1. CHAIRMAN ALISE HOWLETT CALLED THE MEETING TO ORDER AT 5:35 P.M.

MEMBERS PRESENT: ALISE HOWLETT, DENNIS HENDRICKS, LYNDI TOOHILL,
BEN DANIELSON, MIKE OWENS, SHAWN NOVAK, CATHY
NELSON

OTHERS PRESENT: ANDREW QUINTANILLA – ZONING OFFICER
ATTORNEY PHIL NICOLOSI

ABSENT: SHEILA MILLS, SECRETARY

2. MINUTES

Mrs. Novak moved to approve the minutes from the meeting April 15, 2021. Second by Mrs. Nelson. Motion carried by voice vote.

3. ZONING OFFICE REPORT

None

4. UNFINISHED BUSINESS

5. NEW BUSINESS

- A. **8400 E. RIVERSIDE BOULEVARD (12-01-176-018, 12-01-176-019, 12-01-176-022)** – Zoning Map Amendment from the IL and E. Riverside/I90 Overlay Zoning District to the CR and E. Riverside/I90 Overlay Zoning District. Appropriate notice has been given.

Bruce Burrell, Vice-President, Skyland Corp., 4805 Interstate Blvd., Loves Park, IL was sworn in as Petitioner and stated that they are seeking a Zoning Map Amendment for the three parcels and feel the amendment will be beneficial to the area.

No objectors present.

Mr. Owens moved to approve a Zoning Map Amendment from the IL and E. Riverside/I90 Overlay Zoning District to the CR and E. Riverside/I90 Overlay Zoning District for the property known as 8400 E. Riverside Blvd. (12-01-176-08, 12-01-176-019, and 12-01-176-022). Second by Mrs. Nelson. The findings of the facts have been met and discussed in accordance with the zoning recommendations provided.

MOTION APPROVED 6-0

B. **TEXT AMENDMENT** – Section 102-337, (d), Review Required.

Mr. Quintanilla commented that the reason for the text amendment is to allow for review of variance requests in the Overlay Districts.

No objectors present.

Mrs. Nelson moved to approve a Text Amendment – Section 102-337, (d), Review Required. Second by Mrs. Novak.

MOTION APPROVED 6-0

6. PUBLIC PARTICIPATION AND COMMENT

7. General Discussion

None

Mr. Owens moved that the meeting be adjourned. Second by Mrs. Novak. Motion carried by voice vote. The meeting adjourned at 5:50 p.m.

Sheila Mills, Secretary

CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO.

DATE: JUNE 14, 2021

**DEPARTMENT: FINANCE &
ADMINISTRATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
SALES TAX REVENUE SHARING AGREEMENT BETWEEN THE CITY OF LOVES
PARK, ILLINOIS AND DYN KISHWAUKEE, L.L.C.**

WHEREAS, The City of Loves Park, Boone and Winnebago Counties, Illinois ("**City**"), is a duly constituted, organized and validly existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, and is operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, as amended; and

WHEREAS, pursuant to Section 8-11-20 of the Illinois Municipal Code, 65 ILCS 5/8-11-20, the corporate authorities of a municipality may enter into an economic incentive agreement relating to the development or redevelopment of land within the corporate limits of the municipality; and

WHEREAS, the City has determined that the development of the Property will strengthen the commercial sector of the City and enhance the tax base of the City; and

WHEREAS, the City has determined that the terms of the Sales Tax Revenue Sharing Agreement are in the best interest of the City and its citizens.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Loves Park, Illinois, that by the adoption of this resolution, that the City hereby agrees:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The City Council hereby approves the Sales Tax Revenue Sharing Agreement, including the findings stated therein and made a part hereof, and authorizes the Mayor or his designee to execute the Sales Tax Revenue Sharing Agreement, in substantially the same form as attached hereto as Exhibit "A".
3. This Resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED by the City Council of the City of Loves Park this ____ day of _____, 2021.

Alderman John Jacobson, Chairman

Alderman Mark Peterson, Vice Chairman

Alderman John Pruitt

Alderman Jim Puckett

Mayor Gregory R. Jury

Attest: City Clerk Robert J. Burden

MOTION:

SECOND:

VOTING:

EXHIBIT A

DYN KISHWAUKEE L.L.C. SALES TAX REVENUE SHARING AGREEMENT

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("Agreement") is made as of the ____ day of June, 2021, by and between the City of Loves Park, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and Dyn Kishwaukee, L.L.C., an Illinois limited liability company (hereinafter referred to as "Developer").

WHEREAS, the Developer is the owner in fee simple of certain real property commonly known as 6350 Forest Hills Road, Loves Park, Illinois, 61111 ("Property") and legally described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Developer desires to develop an Aldi grocery store upon the Property (hereinafter "Project"); and

WHEREAS, the Developer represents and warrants that the Project requires economic assistance from the City; and

WHEREAS, the use of public funds is governed by Article VIII, Section 1(a) of the 1970 Illinois Constitution, which provides that they shall be used for public purposes; and

WHEREAS, it is the duty and responsibility of the City Council of Loves Park to determine for the City whether an expenditure of public funds serves a public purpose; and

WHEREAS, wise statesmanship demands that not necessity alone, but also those things which increase the general well-being of a community shall meet the consideration of legislative body when determining whether an expenditure serves a public purpose; and

WHEREAS, the City has further determined that the development described in this Agreement benefits the public and constitutes a public purpose for which public funds may be expended; and

WHEREAS, the City receives revenue distributed pursuant to the Local Government Tax Fund, 30 ILCS 105/6z-18, generated by a tax upon persons engaged in the business of selling tangible personal property at retail in the City; and

WHEREAS, the City and the Developer have authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution, which authorizes units of local government to contract and otherwise associate with individuals, with respect to the intergovernmental activities and to use their revenues to pay the costs thereof; and

WHEREAS, the City is desirous of stimulating commercial growth in order to increase employment opportunities in the City, and enhance the tax base of the City; and

WHEREAS, the City has further authority to enter into this Agreement pursuant to the provisions of 65 ILCS 5/8-11-20 regarding economic incentive agreements; and

WHEREAS, under 65 ILCS 5/8-11-20, the corporate authorities of a municipality may enter into an "Economic Incentive Agreement," hereinafter referred to as "Agreement," relating to the development or redevelopment of land within the corporate limits of the municipality; and

WHEREAS, the City and Developer intend and agree that this Agreement is an "Economic Incentive Agreement" as contemplated pursuant to 65 ILCS 5/8-11-20; and

WHEREAS, pursuant to 65 ILCS 5/8-11-20 and as stated in this Agreement, the municipality may agree to share or rebate a portion of any retailers' occupation taxes received by the municipality that were generated by the development or redevelopment over a finite period of time; and

WHEREAS, the City has determined that the development described herein has certain and specific development challenges, including but not limited to the need to replace and relocate storm water piping leading to, upon and adjacent to the Property, which can be partially addressed by the benefits contained herein; and

WHEREAS, pursuant to 65 ILCS 5/8-11-20, the Mayor and City Council of the City of Loves Park hereby make the following findings with respect to the Property and the Project:

- A) That the Property has remained vacant for at least one year;
- B) That the Project is both expected to create and retain job opportunities within the municipality;
- C) That the Project, as defined below, will serve to further development of adjacent areas, including but not limited to vacant tenant spaces in the vicinity of the Project;
- D) That without the agreement, the Project would not be possible;
- E) That the Developer meets high standards of credit worthiness and financial strength as demonstrated by one or more of the following:
 - a. Corporate debenture ratings of BBB or higher by Standard & Poor's Corporation or BAA or higher by Moody's Investors Service, Inc.; or
 - b. A letter from a financial institution with assets of \$10,000,000.00 or more attesting to the financial strength of the Developer; or
 - c. Specific evidence of equity financing for not less than 10% of the total Property development costs.
- F) That development of the Property will strengthen the commercial sector of the municipality by creating a destination for grocery purchases, increasing the number of employed persons in the City who are able to purchase goods and services from other businesses in the City, and by increasing the tax base which will in-turn allow the City to continue to provide municipal services;
- G) That the Property will enhance the tax base of the municipality by adding sales tax to the City, both directly and indirectly, but also by increasing the equalized assessed valuation of real property within the City to the benefit of those governmental entities which levy property taxes;
- H) That this Agreement is made in the best interest of the municipality, all said findings being made as required by Section 5/8-11-20.

WHEREAS, the City, consistent with 65 ILCS 5/8-11-20, agrees to share with Developer the revenue it receives from the State of Illinois from the Retailers' Occupation Taxes generated from the

Property for reimbursement of expenses associated with Project Improvements based on the findings made by the City as provided in 65 ILCS 5/8-11-20; and

WHEREAS, Developer agrees it will take such actions as are necessary to cause the Illinois Department of Revenue to provide the City with quarterly accountings setting forth the amount of the Retailers' Occupation Taxes generated from sales upon the Property which are paid to the State of Illinois during each calendar quarter; and

WHEREAS, The City agrees that upon its verification of the amount and the receipt from the Illinois Department of Revenue of the amount of the Retailers' Occupation Taxes generated from sales upon the Property, it shall remit to Developer, or its assigns, the appropriate amount of such tax based upon the schedule and formula set forth herein; and

WHEREAS, both the City and Developer have negotiated in good faith, which has resulted in each party agreeing to perform certain acts or to be prohibited from certain activities.

NOW, THEREFORE, in exchange for the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement do hereby agree as follows:

- A. The above referenced recitals are incorporated and made a part of this Agreement.
- B. The Developer agrees as follows:
 - 1. The Developer shall develop, or cause to be developed, the Property for the Project. The development of the Project shall include, but not be limited to, the construction of all required infrastructure and structural improvements in compliance with the standards as set out in the City of Loves Park "Buildings and Building Regulations" Code as well as any and all other applicable governmental agency rules and regulations.
 - 2. The Developer agrees to comply with all applicable laws, rules, codes, regulations and ordinances as they relate to the Developer's business on the Property.
 - 3. Notwithstanding paragraph B(2), the Developer may seek variances, permits (special use or otherwise) or ordinance changes, as provided in the City Code of Ordinances and in accordance with the City of Ordinances, that may be required for the Project.
 - 4. The Developer agrees to grant and record all necessary utility easements with local utility providers and with the City or any other applicable governmental bodies in order to provide all customary utilities to the Property.
 - 5. The Developer agrees this Agreement and any obligations of the City contained herein, including but not limited to the obligation to provide a rebate, are subject to the opening of the Aldi grocery store at the Property by May 1, 2023.
- C. The City agrees as follows:
 - 1. The City agrees to ensure the proper development of the Property and to foster economic growth, and as an incentive for Developer to make certain improvements, including, without limitation, the Project improvements, the City shall rebate to Developer certain portions of the Retailers' Occupation Tax that it receives from the State of Illinois which are generated

by Developer from the Property. Subject to the limitations in this paragraph, such rebate shall equal fifty percent (50%) of the "Adjusted Retailers' Occupation Tax" actually collected by the City from sales at the Property ("Rebate"). For purposes of this Agreement, "Adjusted Retailers' Occupation Tax" shall mean the total Retailers' Occupation Tax actually collected by the City for sales at the Property, less the "Deficiency Tax Amount". The "Deficiency Tax Amount" is an amount which is re-occurring on an annual basis and deducted from the Retailers' Occupation Tax annually. The "Deficiency Tax Amount" shall mean the annual amount equal to Eighty Thousand Dollars \$80,000.00. The Deficiency Tax Amount will be prorated for any partial calendar year based upon the number of months of Retailers' Occupation Tax actually collected by the City for sales at the Property during said partial calendar year. Notwithstanding the foregoing, the City's obligation to pay said Rebate to Developer shall terminate upon the earlier of: (i) Developer having received a cumulative Rebate under this Agreement totaling Two Hundred Fifty Thousand Dollars (\$250,000.00); or (ii) the date which is ten (10) years from the date the Property began to generate Retailers' Occupation Tax. Any partial months hereunder shall be prorated accordingly.

2. Subject to the limitations stated in this Agreement and the performance by the Developer of its obligations in this Agreement, the City will agree to make payment of the Rebate stated in Paragraph C(1) to the Developer in the manner stated in Paragraph C(3) hereafter. These payments will compensate the Developer for a portion of the cost of the Project and will be made to Developer consistent with this Agreement and shall continue until the Agreement terminates.
3. Payment of the Rebate shall be made annually within sixty (60) days of the City's having received from the Illinois Department of Revenue the fourth-quarter payment of the prior calendar year's Retailers' Occupation Tax generated from the Property.
4. Improving the Property consistent with the Project, and all other costs and expenses that relate to the Property, are the sole responsibility of the Developer.
5. The City shall not be required to establish a separate account from which to pay to Developer the Rebate contemplated in this Agreement. The City will not take any action or omit to take any action that will affect the continued existence of its Retailers' Occupation Tax revenue or the availability of its Retailers' Occupation Tax revenue to pay the Rebate.
6. The City's obligation to provide the Rebate shall be subject to the City receiving verification from the Illinois Department of Revenue as to those amounts of Retailers' Occupation Tax which the State of Illinois has paid to the City attributable to the business operating on the Property and the City shall have the authority to require copies of appropriate tax filing with the Illinois Department of Revenue which accompanies the payment of the Retailers' Occupation Tax. It shall be the sole responsibility of the Developer to provide the City, or cause the City to be provided with, the appropriate and required consents from the business operating on the Property that (i) authorizes the Illinois Department of Revenue to disclose to the City those Retailers' Occupation Taxes generated at the Property by the business in the form attached hereto as Exhibit "B" and (ii) authorizes the City to disclose such Retailers' Occupation Tax information to Developer for purposes of verifying the Rebate amount paid in the form attached hereto as Exhibit "C," or such other form the Illinois Department of Revenue may require. If the City does not receive information relating to the Retailers' Occupation Taxes generated at the Property, the City shall notify the Developer and the Developer will utilize its reasonable efforts to require the Illinois Department of Revenue to provide such information.

D. General Provisions

1. It is the agreement of the parties that all Rebate amounts, as set forth herein, apply only to the Retailers' Occupation Tax revenue produced from business operations located on the Property.
2. This Agreement is only assignable upon written approval from the City of Loves Park and provided that the Aldi grocery store improvements are completed and Aldi consents with disclosure to assignee of Retailers' Occupation Taxes.
3. The City's obligation to pay the Developer any Rebates constitutes a limited obligation of the City payable solely from the amounts available from its Retailers' Occupation Tax revenue the City receives from the State of Illinois from the "local portion" of the Local Government Tax Fund, 30 ILCS 105/6z-18, which is attributable to or otherwise derived from business operations on the Property. Notwithstanding the foregoing, Developer shall not be entitled to any Retailers' Occupation Tax Revenue which is generated for the City as a result of any additional or increased tax rate adopted by the City subsequent to this Agreement, or similar tax that may be imposed by the State to replace any of the foregoing. Retailers' Occupation Taxes shall exclude any Home Rule, Non-Home Rule, County Public Safety, or any other locally imposed tax currently existing or later imposed. City and Developer entered into a redevelopment agreement ("RDA") in 2016 in which Developer is to receive certain amounts of tax increment financing and business development district taxes for eligible redevelopment project costs. The RDA encompasses the Property and City acknowledges that the Rebates paid to Developer under this Agreement are supplemental to the RDA and this Agreement does not affect the terms of and Developer rights included in the RDA. Developer acknowledges that payment of the Rebate is for storm piping and parking lot reconstruction costs and that to the extent the Rebate covers those costs they shall not also be eligible for reimbursement under the terms of the RDA. Costs of the storm piping and parking lot reconstruction that exceed the Rebate amount shall be eligible for reimbursement from the RDA pursuant to the terms contained therein.
4. Said obligations do not and shall never constitute a general indebtedness of the City within the meaning of a State of Illinois constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power.
5. All parties to this Agreement shall be bound by the terms and conditions set forth herein. In the event that an individual or entity attempts to enjoin or otherwise declare this Agreement or the establishment of this Agreement illegal, null, void and/or of no further force and effect, the City and the Developer agree to vigorously defend this Agreement and not take a position adverse to the enforcement of same. Further, in the event that an individual or entity not a party to this Agreement contests the validity of this Agreement, the Developer and the City shall each be responsible for its own attorney's fees and costs incurred for defending same.
6. Time is of the essence of this Agreement. However, a party shall not be deemed in default with respect to any obligations of this Agreement on such party's part to be performed, if such party fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to produce materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees), or any other cause beyond the reasonable control of such party.

7. This Agreement is binding upon Developer, affiliated entities and beneficiaries, and upon the City and its successors in office, except Developer's right to receive the Rebate as set forth herein is a personal right that shall survive any transfer of the Property and does not run with the land or accrue to the benefit of any successor or assign of all or any portion of the Property. In the event of an Assignment, the Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns. Notwithstanding anything contained in this paragraph or under this Agreement to the contrary, no assignment shall relieve the Developer or any future assignor(s) of its/their obligations under this Agreement.
8. In the event that either the City or the Developer fails to carry out the terms of the Agreement or defaults in the performance of any material provision of this Agreement to the detriment of the other party (a "Default"), and that a remedy for said Default has not otherwise been provided for in this Agreement, then, and in that event, the parties shall have the following rights and obligations:
 - a. Notice. Upon any such Default, the non-defaulting party shall notify the defaulting party of such Default setting forth the nature of such Default and specifying the action necessary to cure said Default. The defaulting party shall thereafter have a period of thirty (30) days from the date of receipt of such notice in which to cure such Default unless said period is unreasonable in light of the circumstances, in which case the defaulting party shall have such time as reasonably necessary.
 - b. Remedies of Non-Defaulting Parties. If the defaulting party fails to cure the Default by the end of the thirty (30) day period specified above, then the non-defaulting party shall have the right to institute proceedings to enforce the provisions of this Agreement by all means available in law and equity, including but not limited to a temporary restraining order, injunction and damages.
 - c. Nonexclusive Remedies. All rights, powers or remedies, special, optional or otherwise, given or reserved to the parties by this section shall not be construed to deprive the parties of any rights, power or remedies otherwise given by law or equity and the election of one remedy shall not preclude the subsequent use of an alternate remedy.
 - d. Developer hereby expressly waives its right to an award of consequential damages in the event litigation should ensue.
9. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an office, agent or attorney of the party, and shall be deemed to have been effective as of the date actually delivered, if delivered personally, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

TO DEVELOPER:

Dyn Kishwaukee, L.L.C.
Attn.: Marvin Keys
6801 Spring Creek Road #3
Rockford, IL 61114
Office Phone: (815) 229-3000

TO CITY: City of Loves Park
Attn: Mayor
100 Heart Boulevard
Loves Park, IL 61111
Office Phone: (815) 654-5030

WITH COPY TO CITY: City of Loves Park
Attn. Treasurer
100 Heart Boulevard
Loves Park, IL 61111
Office Phone: (815) 654-5027

9. It is understood and agreed by the parties that the City will collect the last portion of the Retailers' Occupation Tax after expiration of this Agreement as set forth herein. The Developer will be entitled to the Rebate generated by Retailers' Occupation Taxes up to the date of expiration of this Agreement and, therefore, those payments may be made following the expiration of this Agreement.
10. This Agreement shall not prohibit or otherwise restrict the City from entering into similar agreements with other developers of any other property within the City or to be annexed by the City regardless of when such agreements are made.
11. Except as otherwise provided herein, this Agreement, and Exhibits hereto contain the entire Agreement of the parties in regard to the subject matter hereof. No agreement or commitment by either party not herein contained shall be binding unless in writing and signed by the parties.
12. If any of the provisions of this Agreement are invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however, the remainder of this instrument and any other application of such provision shall not be affected thereby.
13. Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties.
14. Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.
15. This Agreement shall not be construed in any way whatsoever as conferring any rights upon any third parties.
16. The City reserves the right, at its option, to record a Memorandum of this Agreement with the Winnebago County Recorder's Office for the purpose of giving notice of its terms and provisions and Developer agrees that it will execute such Memorandum upon request by the City.

17. All references to a year, years, or annual measurement of time shall mean a full twelve calendar month period which begins on the first day of the month following the day the business operating upon the Property begins generating Retailers' Occupation Taxes.
18. The parties acknowledge and agree that the terms of this Agreement are the result of ongoing and extensive negotiations between the parties, both of whom are represented by independent counsel and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS AGREEMENT, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

CITY OF LOVES PARK,
An Illinois Municipal Corporation

DYN KISHWAUKEE, L.L.C.
an Illinois Limited Liability Company

By: _____
Gregory R. Jury, Mayor

By: _____

Its: _____

ATTEST:

Robert J. Burden, City Clerk

EXHIBIT "A"
Legal Description of Property

Lot 4 of Plat No. 2 Park Crossings Plat, being a subdivision of part of the southwest quarter of Section 5, Township 44 North, Range 2 East of the Third Principal Meridian being a replat of Lot 3 Plat of Park Crossings Plat, recorded as Document No. 2021018554, in Book 49 of Plats on page 184B in the State of Illinois, County of Winnebago.

Commonly known as: 6350 Forest Hills Road, Loves Park, Illinois 61111

EXHIBIT "B"

Authorization to Release Sales Tax Information

The undersigned Taxpayer hereby authorizes the Illinois Department of Revenue ("IDOR") to disclose to the designated City the amount of the local government's share of sales tax received on behalf of the Taxpayer. Reporting for a period beginning with tax collected by the department during _____, _____ and _____
(Beginning Month/Year)

ending with tax collected by the department in _____, _____.
(Ending Month/Year)

This information is to be released to the City of Loves Park, Attn: City Clerk.

BUSINESS INFORMATION:

(Illinois Business Tax Number)

(Taxpayer/Business Name)

(Address)

(City, Town, City or County)

TAXPAYER: The undersigned is an authorized officer of this business.

By: _____
(Signature)

(Print Name)

(Title)

(Telephone Number)

Note: All requests must have a beginning and ending date. Incomplete requests will be returned to the local government.

EXHIBIT "C"

Authorization to Release Sales Tax Information to Developer

AUTHORIZATION AND DIRECTION TO THE ILLINOIS DEPARTMENT OF REVENUE AND TO THE CITY OF LOVES PARK ILLINOIS TO RELEASE CONFIDENTIAL SALES TAX INFORMATION

This "Authorization and Direction" made this ____ of _____, 20__ (the "**Effective Date**") is being issued by the business named _____, a _____ corporation (the "**Business**") to the City of Loves Park, Winnebago and Boone Counties, State of Illinois, an Illinois Municipal Corporation ("**City**") for the City to provide Confidential Sales Tax Information of the Business to **DYN KISHWAUKEE, L.L.C.** an Illinois limited liability company, having their principal office at 6301 Spring Creek Road #3, Rockford, Illinois 61114 ("**Developer**").

- A. **WHEREAS**, the Business operates a retail location at 6350 Forest Hills Road, Loves Park, Illinois 61111 ("**Business Location**") and has an Illinois Account ID Number _____; and
- B. **WHEREAS**, the use of public funds is governed by Article VIII, Section 1(a) of the 1970 Illinois Constitution, which provides that they shall be used for public purposes; and
- C. **WHEREAS**, pursuant to 65 ILCS 5/8-11-20, the City is authorized to enter into economic incentive agreements to share or rebate all or some of the Retailers' Occupation Taxes collected by the City; and
- D. **WHEREAS**, the City entered into such an agreement on _____, 2021 with Developer ("**Developer Sales Tax Revenue Sharing Agreement**") to share with or rebate to Developer under the terms and conditions as set forth in such agreement, all or some of the net revenue distributed to the City from the Local Government Tax Fund that is directly related to the City's local share of the amounts generated by the Business under the Retailer's Occupation Tax Act, Service Occupation Tax Act, Use Tax Act, and Service Use Tax Act (collectively "**Sales Taxes**") for the purposes of the development of the Business Location, stimulating commercial growth, increasing employment opportunities in the City, enhancing the tax base of the City, and generally benefiting the public; and
- E. **WHEREAS**, pursuant to 35 ILCS 120/11 the City has entered into a Reciprocal Agreement on Exchange of Information ("**Reciprocal Agreement**") with the Illinois Department of Revenue ("**Department**") to receive financial information on the Sales Taxes receipts of the businesses located within the City; and
- F. **WHEREAS**, the terms of the Reciprocal Agreement between the City and the Department explicitly mandate strict confidentiality of the records and information of Sales Taxes the Department shares with the City, including protection from Freedom of Information Act inquiries; and
- G. **WHEREAS**, the City takes significant steps to maintain the confidentiality of the Sales Tax information provided by the Department; and
- H. **WHEREAS**, it is herein agreed that the City will disclose the amount of the City's share of Sales Taxes generated by the Business in order to calculate the amount of money that will be shared with and payable to the Developer pursuant to the Developer Sales Tax Revenue Sharing Agreement demonstrating to Developer that the amount of money shared is calculated in accordance with the Developer Sales Tax Revenue Sharing Agreement; and

- I. **WHEREAS**, pursuant to 35 ILCS 120/11 a business may authorize the Department to release to the City confidential sales tax information (“Confidential Information”) regarding the net revenue from Sales Taxes distributed to the City that are generated by the Business located in the City through the Department’s Authorization to Release Sales Tax Information to Local Governments form PTAX-1002-21; and
- J. **WHEREAS**, in connection with this Authorization, the Business irrevocably agrees to provide this PTAX-1002-21 form, or such replacement form provided by the Department, to the City at their request from time to time to further authorize disclosure of said Confidential Information; and
- K. **WHEREAS**, pursuant to 35 ILCS 120/11 a taxpayer may authorize the Department to release to any person the Confidential Information received by the Department from returns filed including the net revenue from Sales Taxes that is distributed to the City that are generated by the Business located in the City pursuant to the request or authorization made by the Business or an authorized representative of the Business; and
- L. **WHEREAS**, the Business by the execution and delivery of this Authorization and Direction is authorizing such a release of confidential information by the Department and by the City to the City and to the Developer, respectively, under the terms and conditions as are set forth herein below.

NOW, THEREFORE, in exchange for the mutual covenants and Agreements contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement do hereby agree as follows:

**ARTICLE I
INCORPORATION OF RECITALS**

- 1.1. Incorporation of Recitals:** The above recitals are incorporated herein.

**ARTICLE II
RETAIL BUSINESS INFORMATION**

- 2.1. Business Name.** The name of the Business authorizing release of Confidential Information is _____, a _____ Corporation.
- 2.2. Business Identification Number.** The Illinois Account ID Number issued by the Department to the Business is: _____.
- 2.3. Business Address.** The address where Business sells tangible property at the following address in the City is: 6350 Forest Hills Road, Loves Park, Illinois 61111.

**ARTICLE III
AUTHORIZATIONS TO DISCLOSE**

- 3.1. Authorization to Disclose to City.** The Business hereby authorizes the Department to disclose to the City the amount of that local government’s share of Sales Taxes received from the Business for the reporting periods commencing [Month] 20__ through [Month] 20__ (“**Information Sharing Period**”) for the purposes herein stated.

- 3.2. **Authorization to Disclose to Developer.** The Business hereby authorizes the City to disclose to Developer the amount of the City's share of Sales Taxes received from the Business for the Information Sharing Period for the purposes herein stated.
- 3.3. **Reason for Disclosure.** The City will disclose the amount of the City's share of Sales Taxes it received from the Business to calculate the amount of money that will be payable to Developer under the SCL Sales Tax Revenue Sharing Agreement.

**ARTICLE IV:
STRICT MAINTENANCE OF CONFIDENTIALITY**

- 4.1. **Shared Information.** The City shall only share the information obtained from the Department that is necessary to comply with the Developer Sales Tax Revenue Sharing Agreement. The only information that will be shared is the amount of Sales Taxes paid into the Local Government Tax Fund by the Business on the sale of tangible goods from the Business Location for the Information Sharing Period, or part thereof.
- 4.2. **Right to Withhold.** The City maintains the right, but not obligation, to cease providing access to the information provided by the Department during the Information Sharing Period at the direction of either the Business or the Department for any reason until such reason is resolved at sole responsibility of the Developer.

**ARTICLE V
TERMINATION & REMEDY**

- 5.1. **Termination.** The Authorization and Direction may not be terminated by the Business during the Information Sharing Period, herein defined, except for cause, which shall herein be defined as a willful, unauthorized disclosure of confidential information by City.
- 5.2. **Expiration.** This Agreement will terminate the day after the last date of the Information Sharing Period as defined in Section 3.1.
- 5.3. **Indemnification.** The Business hereby agrees to indemnify and defend the City against and hold the City harmless for any losses, judgments, liabilities, fines and expenses (including reasonable attorneys' fees) incurred by the City by reason of any act or omission performed or omitted in good faith on behalf of the City and in a manner reasonably believed by the City to be within the scope of this Authorization.
- 5.4. **Hold Harmless.** The Business hereby agrees to hold the City harmless for any losses, judgments, liabilities, and expenses incurred by the Business as a result of any disclosure by the Developer.

**ARTICLE VI
MISCELLANEOUS**

- 6.1. **Drafter Bias:** The parties acknowledge and agree that the terms of this Authorization and Direction are the result of on-going and extensive negotiations between the parties, all of whom are represented by independent counsel, and that this Authorization and Direction is a result of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

- 6.2. Severability:** The partial or complete invalidity of any provision of this Authorization and Direction shall not affect the validity and continuing force of any other provision. Should any provision be invalid, the parties shall endeavor to come to an agreement which shall effectuate the original intent of the parties.
- 6.3. Modification.** No modification to this Authorization and Direction may be made without the consent in writing of all Parties hereto.
- 6.4. Waiver:** No waiver by a party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. The failure of any party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.
- 6.5. Governing Law.** Illinois law shall govern this Authorization and Direction, including, without limitation, the rules of evidence, which shall be applicable in all hearings.
- 6.6. Survival:** The provisions of this agreement shall survive the termination, cancellation or expiration of this agreement, and shall continue as valid and enforceable obligations of the parties.
- 6.7. Assignment of Agreement.** No party may assign or transfer this Authorization and Consent without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have caused this Authorization and Direction to be executed by their duly authorized signature as of the Effective Date.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS AUTHORIZATION AND DIRECTION, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

CITY OF LOVES PARK,
An Illinois Municipal Corporation

ALDI
an _____

By: _____
Gregory R. Jury, Mayor

By: _____

Its: _____

ATTEST:

Robert J. Burden, City Clerk

ORDINANCE NO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK,
ILLINOIS:

AN ORDINANCE AMENDING CHAPTER 102, SECTION 102-337, NORTH SECOND
STREET OVERLAY DISTRICT, OF THE CODE OF ORDINANCES OF THE CITY OF
LOVES PARK

WHEREAS, the City desires to amend certain portions of Chapter 102 -
Zoning, and

WHEREAS, a public hearing before the Zoning Board of Appeals was held
thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report recommending the approval of
the Text Amendment, and

WHEREAS, the City of Loves Park is authorized and empowered by the
Statute to adopt and enforce the provisions of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF LOVES PARK, ILLINOIS AS FOLLOWS:

Text Amendment of the Loves Park Zoning Ordinance as follows:

DELETE. Section 102-337, (d), Review required. Review and approval shall be required for: All new mixed-use and commercial development; a site access plan, that shall be included as part of the site plan and approved by the city and the state department of transportation; additions, alterations and improvements, other than ordinary repair or maintenance to existing structures, signs and sites located within the North Second Street Overlay District. The Zoning Board of Appeals and the Community Development Committee will conduct review and approval for conformance of submitted projects.

ADD. Section 102-337 (d) Review required. Review and approval shall be required for: All new mixed-use and commercial development; a site access plan, that shall be included as part of the site plan and approved by the city and the state department of transportation; additions, alterations and improvements, other than ordinary repair or maintenance to existing structures, signs and sites located within the North Second Street Overlay District. The Zoning Board of Appeals and the Community Development Committee will conduct review and approval for conformance of submitted projects. The overlay review board will conduct review and approval for conformance of submitted projects. Any projects requesting a variance will be reviewed by the overlay review board and the community development committee. Any projects requesting a special use permit will be reviewed by the zoning board of appeals and community development committee.

All other provisions of Chapter 102 - Zoning, Section 102-337, North Second Street Overlay District, shall remain in effect as previously published.

The recommendation of the Zoning Board of Appeals on the question of granting this Text Amendment is hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

WHEREAS, upon the petition for a Zoning Map Amendment as provided for in Ordinance No. 795 of the City of Loves Park, Illinois and

WHEREAS, a public hearing before the Zoning Board of Appeals was held thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report containing findings of fact and recommending the approval of the Zoning Map Amendment

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

That a Zoning Map Amendment from the IL (Light Industrial) and E. Riverside / I90 Overlay District to the CR (Commercial Retail) and E. Riverside / I90 Overlay District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

PARCEL I:

PART OF THE SOUTH 163 ACRES OF THE NORTH HALF (1/2) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE WEST QUARTER (1/4) CORNER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 2,172.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST RIVERSIDE BOULEVARD AND THE POINT OF BEGINNING OF THE PREMISES DESCRIBED HEREIN; THENCE CONTINUING NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 673.20 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 330.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 56 SECONDS EAST, PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 673.20 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST RIVERSIDE BOULEVARD; THENCE SOUTH 89 DEGREES 35 MINUTES 04 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST RIVERSIDE BOULEVARD, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING OF THE PREMISES; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES, TO-WIT: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, WHICH POINT BEARS NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, A DISTANCE OF 1,842.0 FEET FROM THE WEST QUARTER (1/4) CORNER OF SAID SECTION 1; THENCE NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF

579.43 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PREMISES, TO-WIT: THENCE NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 153.77 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 330.0 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 153.77 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 04 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 330.0 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) OF SECTION 1; THENCE NORTH 88 DEGREES 20 MINUTES 11 SECONDS EAST ON THE SOUTH LINE OF SAID NORTHWEST QUARTER (1/4), A DISTANCE OF 2,172.26 FEET; THENCE NORTH 01 DEGREES 41 MINUTES 33 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF THE PREMISES CONVEYED BY DANNY S. PEARSE, DAVID J. CULVEY AND PETER J. GEISSER DBA D.D.P. LIMITED TO BELVIDERE NATIONAL BANK AND TRUST COMPANY AS TRUSTEE OF TRUST NO. 1528 BY WARRANTY DEED IN TRUST RECORDED NOVEMBER 14, 1994 AS DOCUMENT NO. 9457552 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 01 DEGREE 41 MINUTES 33 SECONDS WEST ON THE WEST LINE OF SAID PREMISES SO CONVEYED, A DISTANCE OF 26.28 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 329.90 FEET TO THE EAST LINE OF SAID PREMISES SO CONVEYED; THENCE SOUTH 01 DEGREE 40 MINUTES 54 SECONDS EAST ON SAID EAST LINE, A DISTANCE OF 28.75 FEET TO THE SOUTH LINE OF SAID PREMISES SO CONVEYED; THENCE SOUTH 88 DEGREES 20 MINUTES 11 SECONDS WEST ON SAID SOUTH LINE, A DISTANCE OF 329.89 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

PARCEL II:

PART OF THE SOUTH 163 ACRES OF THE NORTH HALF (1/2) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, WHICH POINT BEARS NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, A DISTANCE OF 2502.0 FEET FROM THE WEST QUARTER (1/4) CORNER OF SAID SECTION 1; THENCE NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 60.0 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST RIVERSIDE BOULEVARD, AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PREMISES, TO-WIT: THENCE NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 519.43

FEET; THENCE NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 97.65 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 519.43 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID EAST RIVERSIDE BOULEVARD; THENCE SOUTH 89 DEGREES 35 MINUTES 04 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 97.65 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 00 DEGREES 04 MINUTES 07 SECONDS WEST ON THE EAST LINE OF SAID NORTHWEST QUARTER (1/4), A DISTANCE OF 60.02 FEET TO THE NORTH RIGHT-OF-WAY LINE OF RIVERSIDE BOULEVARD; THENCE SOUTH 88 DEGREES 20 MINUTES 11 SECONDS WEST ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 75.43 FEET TO THE EAST LINE OF THE PREMISES CONVEYED BY BANK ONE, ROCKFORD, NA AS TRUSTEE OF TRUST NO. 4374 TO THE BELVIDERE NATIONAL BANK & TRUST CO. BY WARRANTY DEED RECORDED OCTOBER 27, 1995 AS DOCUMENT NO. 9544600 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 88 DEGREES 20 MINUTES 11 SECONDS WEST ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 97.23 FEET TO THE WEST LINE OF SAID PREMISES SO CONVEYED; THENCE NORTH 01 DEGREE 40 MINUTES 54 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 28.75 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.26 FEET TO THE EAST LINE OF SAID PREMISES SO CONVEYED; THENCE SOUTH 01 DEGREE 38 MINUTES 08 SECONDS EAST ON SAID EAST LINE, A DISTANCE OF 29.47 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

PARCEL III:

PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF WINNEBAGO, STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 88 DEGREES 20 MINUTES 11 SECONDS EAST ON THE SOUTH LINE OF SAID NORTHWEST QUARTER (1/4), A DISTANCE OF 2599.32 FEET TO THE INTERSECTION OF SAID SOUTH LINE WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE PREMISES CONVEYED BY GERLANDO M. GALLUZZO TO GERLANDO M. GALLUZZO AS TRUSTEE OF THE GERLANDO M. GALLUZZO TRUST DATED JUNE 23, 1999, SAID CONVEYANCE WAS RECORDED NOVEMBER 15, 2001 AS DOCUMENT NO. 0171863 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE NORTH 1 DEGREE 38 MINUTES 08 SECONDS WEST ON SAID WEST LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 89.57 FEET TO THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE

BOULEVARD AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 1 DEGREE 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 250.00 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 1 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 250.00 FEET TO SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 87 DEGREES 54 MINUTES 31 SECONDS WEST ON SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; EXCEPTING THAT PART DEEDED FROM SALVATORE GALLUZO, ALFONZA ZIEMER (F/K/A ALFONZA VANETTEN) AND GIUSEPPE GALLUZZO, GRANTORS TO THE CITY OF LOVES PARK, GRANTEE FOR ROADWAY PURPOSES BY WARRANTY DEED DATED AUGUST 27, 2007 AND RECORDED OCTOBER 1, 2007 AS DOCUMENT NO. 0761762 AND BY TRUSTEE'S DEED FROM GERLANDO M. GALLUZZO, AS TRUSTEE OF THE GERLANDO M. GALLUZZO TRUST DATED JUNE 23, 1999, GRANTOR TO THE CITY OF LOVES PARK, GRANTEE FOR ROADWAY PURPOSES DATED AUGUST 27, 2007 AND RECORDED OCTOBER 1, 2007 AS DOCUMENT NO. 0761763 LEGALLY DESCRIBED AS FOLLOWS, TO-WIT: PART OF THE NORTHEAST QUARTER (1/4) AND PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 88 DEGREES 20 MINUTES 11 SECONDS EAST ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 3,251.88 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 10 SECONDS WEST, A DISTANCE OF 60.02 FEET TO THE NORTH LINE OF THE PREMISES CONVEYED BY FIRST NATIONAL BANK AND TRUST COMPANY OF ROCKFORD AS TRUSTEE OF TRUST NO. 4374 TO THE CITY OF LOVES PARK BY WARRANTY DEED RECORDED SEPTEMBER 23, 1992 AS MICROFILM NO. 92-58-2504 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 88 DEGREES 20 MINUTES 11 SECONDS WEST ON SAID NORTH LINE, A DISTANCE OF 654.20 FEET TO THE WEST LINE OF THE PREMISES CONVEYED BY GERLANDO M. GALLUZZO TO GERLANDO M. GALLUZZO, AS TRUSTEE OF THE GERLANDO M. GALLUZZO TRUST DATED JUNE 23, 1999 BY WARRANTY DEED RECORDED NOVEMBER 15, 2001 AS DOCUMENT NO. 0171863 IN SAID RECORDER'S OFFICE; THENCE NORTH 01 DEGREE 38 MINUTES 08 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 29.47 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 655.16 FEET TO THE EAST LINE OF SAID PREMISES SO CONVEYED; THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS EAST, ON SAID EAST LINE, A DISTANCE OF 34.38 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

COMMONLY KNOWN AS: 8400 E. Riverside Boulevard
PROPERTY CODE: 12-01-176-018, 12-01-176-019, 12-01-176-022

The findings and recommendation of the Zoning Board of Appeals on the question of granting this Zoning Map Amendment are hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED: